

orig.

FILED
DISTRICT COURT OF GUAM
NOV 28 2003
MARY L. M. MORAN
CLERK OF COURT

106

Tony H. Ashtiani
P.O.Box 12723
Tamuning Guam 96931
671-688-4844
671-653-5575

UNITED STATES DISTRICT COURT
DISTRICT COURT OF GUAM

Tony H. Ashtiani,)	
)	Civil Case No.: 02-00032
Plaintiff,)	
)	
Vs.)	PLAINTIFF'S OPPOSITION TO
)	DEFT'S MOTION FOR SUMMARY
Continental Micronesia Inc,)	JUDGMENT. MEMORANDUM OF
)	POINTS AND AUTHORITIES.
Dbas, Continental Micronesia,)	
)	DECLARATION OF RON ROBERTS
Continental Airlines,)	<u>EXHIBIT E AND N</u>
)	
Defendant.)	(FED R. CIV. P. 56)
)	
)	
)	

Plaintiff Tony H. Ashtiani pro se litigant and undersigned files opposition to defendants' motion for summary judgment Plaintiff humbly prays that this Court will deny defendants' motion on all counts.

In support of his motion, plaintiff presenting declaration of Mr. Ron Roberts, Declaration of Ms. Kathleen Sgambelluri, defendants' produced documents, exhibits, other documents,

ORIGINAL

1 declarations, affidavits and accompanying memorandum of law all
2 filed contemporaneously herewith demonstrate that defendants has
3 not proven facts on any of all eight actions.
4

5 1) On November 21, 2003. Defendant filed Motion for summary
6 judgment, plaintiff filed for partial summary judgment on the
7 same day.
8

9 2) After reviewing of the defendants' Motion, plaintiff
10 noticed that defendant had not provided the Court set of
11 interrogatories served on the parties. Rather defendant had
12 provided the court with plaintiff's respond to defendants' first
13 request for production of documents.
14

15 3) Defendants citing STANDARD FOR SUMMARY JUDGEMENT Mot at 5
16 Federal Rule of Civil Procedure 56 provides that judgment sought
17 shall be rendered forthwith if the pleadings, depositions,
18 answer to interrogatories, and admissions on file, together with
19 affidavits, if any show that there is no genuine issue as to any
20 material fact and that the moving party is entitled to a
21 judgment as matter of law.
22

23 To find the defendant liable for breach of the covenant of
24 good faith and fair dealing, you do not have to find that
25 the employer intentionally acted in bad faith. Bad faith
implies dishonesty, fraud, and concealment. Gruenberg
v Aetna Ins. Co. (1973) 9 Cal.3d 566, 573-574,108
Cal.Rptr.480

1 4) In this case defendant bad faith implies dishonesty
2 fraud and concealment of interrogatories not filed with the
3 Court.
4

5 **TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**

6 Title VII of the Civil Rights Act of 1964 (Pub.
7 L. 88-352) (Title VII), as amended, in volume
8 42 of the United States Code, section 2000e.
9 Title VII prohibits employment discrimination
10 based on race, color, religion, sex and
11 national origin. The Civil Rights Act of 1991
(Pub. L. 102-166) (CRA) amends several sections
of Title VII. section 102 of the CRA and (42
U.S.C. 1981), to provide for the recovery of
compensatory and punitive damages in cases of
intentional violations of Title VII.

12 **UNLAWFUL EMPLOYMENT PRACTICES**

13 SEC. 2000e-2. [Section 703]

14 It shall be an unlawful employment practice for
15 an employer to discharge any individual, or
16 otherwise to discriminate against any
17 individual with respect to his compensation,
18 terms, conditions, or privileges of employment,
19 because of such individual's race, color,
20 religion, sex, or national origin; or to limit,
21 segregate, or classify his employees or
22 applicants for employment in any way which
23 would deprive or tend to deprive any individual
24 of employment opportunities or otherwise
25 adversely affect his status as an employee,
because of such individual's race, color,
religion,sex, or national origin.

21 **TITLE 42 USC & 1981 PROVIDES:**

22 All persons . . . shall have the same
23 right in every state and territory to make and
24 enforce contracts, to sue, be parties, give
25 evidence, and to full and equal benefit of law
and proceeding for the security of persons and
property as is enjoyed by white citizens, and
shall be subject to like punishment, pains,
penalties, taxes, licenses , and exactions of
every kind, and to no other.

1 The act covers whites as well as nonwhites from
2 discrimination, McDonald v. Santa Fe Trail trans. Co.
540 F2d 219

3 5) Discharge cases always fit into the contract provisions.
4

5 **I. STATEMENT OF ISSUES PRESENTED.**

6 6) Fight of flight response: the groundwork for the modern
7 meaning of "stress" was laid by Walter B. Cannon, a physiologist
8 at Harvard around the turn of the century. He was the first to
9 describe the "fight or flight response" as a series of
10 biochemical changes that prepare you to deal with threats or
11 danger.
12

13 7) Mr. McKinzie having a degree in psychology is well aware
14 of this tactic and puts it to its use at best of his capability
15 in combination with constructive discharge as did to Mr. Mahdi,
16 Mr. Lee and Ashtinai.
17

18 **II. UNDISPUTED MATERIAL FACTS**

19 8) By the "End of the day" on July 03, 2001 defendant CMI
20 executed letter stating two defenses as specific reasons for
21 cause of termination. EXHIBIT A.
22

23 **Defense I.** No call/ No show On Jun 23, 24 2001.
24

25 **Defense II.** Refusal to meet to discuss the situation on Monday
July 02, 2001.

1 Also see paragraph, 23,24,25 and 26 for alleged unauthorized
2 absence.

3
4 **Now comes;** Plaintiff striking both defenses as pretext.

5 **A. STRICKING DEFENSE I.**

6
7 9) Mr. Joe Pangelinans' Declaration. Exhibit B.

8 10) Mr. Joe Pangelinans' Declaration. Exhibit C.

9
10 Noted, that Mr. Joe pangelinan states that "I had informed
11 Mr.Mendoza that duty supv. on duty that Tony Ashtiani would not
12 be in on Jun 23, 24 2001 at approx 1300, shift starts at 1330".

13 11) Mr. Mendoza On June 23, 2001 at 16:38 (Approx 3 and 1/2
14 Hours after he was informed by Mr. Pangelinan sends a e-mail
15 "TONY DID NOT SHOW UP FOR ANY OF HIS DAYS". Defendant's
16 production document (000931) **EXHIBIT D.**

17
18 12) Mr. Ron Roberts **declaration** 'I was told by one supervisor
19 Bill Herrera " if Glenn would of told me Tony called in all this
20 would not be happening."' **EXHIBIT E.**

21
22
23 **B. STRIKING DEFENSE II.**

24 13) Plaintiff was informed to attend a meeting at 1600 on July
25 02, 2001.

1 14) Attorney Mark Williams Esq,. asks what is the meeting
2 about and defendant deprived plaintiff rights to procedural due
3 process and rights to representation Declaration of Mark
4 Williams .EXHIBIT F. (please note that this happened at 10:30
5 a.m.)

6
7 15) Accordingly, Ashtiani was left with limited procedural
8 mechanism, thus, plaintiff requested information about the
9 meeting and submitted a letter to human resources on July 02,
10 2001 at 11:05 a.m. Defendants' production of document (000928)

11 EXHIBIT G.

12
13 16) It was not until 11 minutes after the meeting at 16:11
14 that Ms. Teresa Sage response to my letter and states " I Have
15 received your letter". She states "you need to contact Zar as
16 soon as possible". Defendants Production of Document (000929)

17 EXHIBIT H.

18
19 17) plaintiff respectfully directs the attention of the Court
20 that, this meeting was nothing but a "staged theatre" as Mr. Zar
21 Atalig On June 28, 2001 (3 days prior to the meeting) had
22 requested plaintiff's final pay check Defendants' production of
23 documents (000225) EXHIBIT I .

24 18) It is not plaintiff that has produced these documents
25 Rather, it is the defendant through its own production of

documents that has produced documents to discredit and unworthy of believe their own case. This single piece of document (000225) critical pivoting point under FRCP rule (56), Genuine issue of facts, upsetting indeed, indicates ill will, malice, and recklessness with no regards to plaintiffs' rights to adequate fair hearing to clear his name.

19) Defendants in their official capacity has violated plaintiff's right protected by the Equal Protection and equal application Clause of the Fifth and Fourteenth Amendment which is emphasized below, 42 U.S.C. SEC 2000e-2 (703)(2)(D). Consequently, plaintiff prays for partial summary judgment.

UNLAWFUL EMPLOYMENT PRACTICES.

42 U.S.C. SEC 2000e-2 (703)(2)(D)

Nothing in this Subsection shall be construed to authorize or permit the denial to any person of the due process of law requires by the constitution. **EXHIBIT J.**

The Supreme Court's statement in Aikens and Burdine is clear: a plaintiff can prevail either by proving that discrimination more likely motivated the decision or that the employer's articulated reason is unworthy of belief. See, e.g., *Bruno v. W.B. Saunders Co.*, 882 F.2d 760, 766, 51 EPD Par. 39,244 (3d Cir. 1989)

simply disproving defendant's reason is enough. *CBS, Inc. v. Bruno*, 493 U.S. 1062 (1990); *MacDissi v. Valmont Industries*, 856 F.2d 1054, 1059, 47 EPD Par. 38,261 (8th Cir. 1988) plaintiff need not also prove intentional discrimination; such an approach "unjustifiably multiplies the plaintiff's burden").

1 III. THERE ARE NO GENUINE ISSUE OF MATERIAL FACT

2
3 A. CONTSTRUCTIVE TERMINATION

4 SIXTH CAUSE OF ACTION

5
6 20) Plaintiff had called work on Jun 23rd of 2001, prior to
7 the shift start. Defendants' maintenance supervisor acting in
8 official capacity of the defendant withheld and concealed the
9 information and regarded the plaintiff as two consecutive days
10 no-call/no-show.

11
12 21) Mr. Joe Pangelinan furthermore clarifies that the
13 supervisor was informed about my absences due to illness of my
14 son and that this information was passed down to him prior to
15 shift start. Mr. Ron Roberts statement Confirms that a wrongful
16 termination was at play and that Mr. Bill Herrera knew about the
17 information. Accordingly, CMI was well informed about my
18 wrongful discharge and made no attempt to prevent the
19 intentional infliction of emotional distress thus, allowed to
20 continue on as a result administrated more intolerable stress
21 and harm to a common man and his family.

22 A **constructive discharge** occurs when the employer
23 has given the employee the option to remain employed
24 by the company but has placed such intolerable,
25 difficult, or unpleasant conditions on the employee's
continued employment that a reasonable person in the
employee's circumstances would resign rather than
remain employed. Rulon- miller v international business
machines Corp.(1984)162 Cal. APP. 3d 241,208
Cal.Rprt.254

1
2 **B. WRONGFUL TERMINATION**

3 **SEVENTH CAUSE OF ACTION**

4 22) Plaintiff asserts that wrongful termination occurred due
5 to the fact supervisors in coordinated effort withheld
6 information from each other or they knew and did not tell the
7 truth acted in ill will, false motive, malice and willful
8 misconduct.

9 **LENGTH OF SERVICE**

10 In which the fact that an airline employee had worked
11 for the airline for 18 years was a factor to which the
12 court pointed in holding that, under the
13 circumstances of the case, the covenant of good faith
14 and fair dealing required the airline to have good cause
15 to terminate the employee. Clearly v. American
16 Airlines (1980) 111 Cal App 3d 443,168 Cal Rptr
17 722

18 **LACK OF GOOD FAITH DEALING DEFINED**

19 To find the defendant liable for breach of the covenant of
20 good faith and fair dealing, you do not have to find that
21 the employer intentionally acted in bad faith. Bad faith
22 implies dishonesty, fraud, and concealment. However,
23 lack of good faith and fair dealing may be found where an
24 employer acts unreasonably or without giving equal
25 consideration to the employee's rights and interest as it
gives to its own interest. The employer is liable for
breach of its duty to act in good faith and fairly if its
conduct showed either a lack of good faith or a lack of
fair dealing toward plaintiff. Gruenberg v Aetna Ins. Co.
(1973) 9 Cal.3d 566, 573-574,108 Cal.Rptr.480

26 **C. Negligent Supervisor**

27 **SECOND CAUSE OF ACTION**

28 23) Plaintiff assertion of negligent supervision arises from
29 many cover up-s and bad faith which occurred, between

1 supervisors, Defendant Continental knew, or reasonably should
2 have known, that Maintenance supervisors were engaging in the
3 unlawful behavior, After defendant discovered that Ashtiani had
4 called, Mr. Herrera without communicating or my consent signs
5 "for employee" and places reason for absences "No show" by
6 removing "NO CALL" part of it, as defendant is well aware if
7 specific reason is invalid in part thus, invalid as whole.

8
9 24) Noted that Defendant is making this change on October 30,
10 2001. (4 months after termination). Defendants' production of
11 document (000254) EXHIBIT K.

12
13 25) Plaintiff also prepared for this defense of defendants as
14 Plaintiff requested from his Co-worker to bring out similar
15 situation sick calls from the same classification as plaintiff
16 of different race and nationality in comparative worth capacity.

17
18 1). On April 03, 2002 Tony. R. Calls Roger. (non Supv).

19 2). On April 14 2002 Junior. M. Calls Victor. (non Supv).

20 3). On April 27, 2002 Marlon R. Calls Fabian. (non Supv).

21 JOINT EXHIBITS L.

22 26) These above employees did call non-supervisors and did
23 not receive any authorization from supervisor prior to their
24 absences of not coming to work, and Ashtiani among all the
25

1 employees of CMI needs authorization from supervisor for his
2 absences.

3 Plaintiff must demonstrate that the employer's stated
4 reasons for its employment practices "were not its true
5 reasons, but were a pretext for discrimination." Texas
6 Department of community affairs v. Burdine, 450 U.S at
7 253,101 S.Ct at 1093.

8 **D. Unlawful Discrimination Based upon Race and National Origin**

9
10 **THIRD CAUSE OF ACTION**

11 27) At all times material hereto, federal statute civil
12 rights act of 1964 as amended and USC-2000-e5. Which prohibited
13 Defendant Continental, from discriminating against any employee
14 on the basis of race, color or ancestry. Said laws required
15 Defendant Continental to refrain from discriminating against
16 Plaintiff on the basis that he was a minority among the majority
17 group. Second Amended Complaint Id at paragraph (34).

18
19 (Prima facie case of racial discrimination established by
20 showing that plaintiff was (1) A member of a protected
21 class; (2) qualified for the position from which he or she
22 was discharged; (3) discharged; and (4) that after
23 plaintiff's discharge, "the position remained open and the
24 employer continued to seek applicants from persons of
25 complainant's *qualifications*"). See McDonnell Douglas v.
Green, 411 U.S. 792, 801, 92 S.Ct.

26 28) Elements (1) and (3) is uncontested also see, Second
27 Amended Complaint id at paragraph (11). For element (2).

1 29) Plaintiff now needs to satisfy condition (4) of prima
2 facie case within the framework of McDonnell Douglas v. Green.
3 Mr. Vince Diaz's statement " 2 Employees were hired as A&P'S
4 after H. Ashtiani's termination." A&P's (Airframe & power plant)
5 Mechanic. EXHIBIT M.

6
7
8 McAlester alleged he suffered racial discrimination because
9 he received disparate treatment under United's disciplinary
10 procedures. McDonnell Douglas, 411 U.S. 792, 93 S.Ct.
11 1817, 36 L.Ed.2d 668, establishes the model of proof for an
12 individual disparate treatment case. A prima facie case of
13 discriminatory termination is made by showing (i) that
14 McAlester belongs to a racial minority; (ii) that he was
15 discharged for violating a work rule of United; and (iii) that
16 similarly situated non-minority employees who violated the
17 same rule were treated differently than he was. Brown v.
18 A.J. Gerrard Mfg. Co., 643 F.2d 273, 276 (5th Cir.1981).

19 30) In this case Elements (i) and (ii) is uncontested.
20 plaintiff reasonably believes that based on circumstantial
21 evidence has proven condition (iii) previously in this motion Id
22 at paragraph 17,19,25,and 26. Also see, Mr. Larry Kimball's
23 statement in plaintiff's declaration.

24 31) Therefore, Defendant Continental has engaged in other
25 discriminatory practices. As a direct, foreseeable, and
proximate result of Defendant's discriminatory acts, Plaintiff
has suffered and continues to suffer the humiliation,
embarrassment, negative publicity, mental and emotional distress
as plaintiff had difficulty coping with the unlawful acts
administered upon him including name callings. Plaintiff's
first Affidavit. Id at answer to interrogatories No 18.

1 United asserts McAlester failed to prove intentional race
2 discrimination because he did not show specific racial
3 animus on the part of his supervisors. This is not
4 McAlester's burden. While McAlester must produce
5 evidence of discriminatory intent or motive to establish a
6 prima facie case, it can be inferred from the mere fact of
differences in treatment. Teamsters, 431 U.S. at 335 n.
15, 97 S.Ct. at 1854 n. 15 (1977); Clark v. Atchison,
Topeka and Santa Fe Ry. Co., 731 F.2d 698, 702 (10th
Cir.1984). McAlester need not show his supervisors were
personally prejudiced against him.

7 32) On the other hand, Ashtiani is able to prove beyond
8 circumstantial evidence that racial animus was existing and
9 stated by the director of maintenance Mr. Hammer. EXHIBIT N.
10 also see, Answer to Interrogatories No 18.

11
12 Thus, it must be shown between the employer's proven
13 bias and its adverse action. For example, evidence that
14 the **biased remarks** were made by the **individual**
15 **responsible** for the **adverse employment decision** or
16 by one who was involved in the decision, along with
evidence that the remarks were related to the
17 decisionmaking process, would be sufficient to establish
18 this link. See also Randle v. LaSalle Telecommunications,
Inc., 876 F.2d 563, 569, 50 EPD Par. 39,074 (7th Cir.
1989)

17 **E. INTENTIONAL DISCRIMINATION , INTENTIONAL RETALIATION POST 9/11**

18 **FOURTH CAUSE OF ACTION.**

19
20 33) Plaintiff moves to secure discrimination occurred based
21 on solid concrete evidence provided from the Continental legal
22 department in Houston, Texas., Covering-up discrimination with
23 no regards for the rights of minorities in Guam despite the
24 joint statement from the EEOC AND DEPARTMENT OF JUSTICE post
25 9/11.

1
2 34) June 14, 2002 letter from EEOC investigator to
3 Continental Airlines, requesting statistical data. EXHIBIT O.
4 Defendants' production of document 001032.
5

6 35) June 18, 2002 Intentional delay to accomplish July 3,
7 as pivoting of response to EEOC. EXHIBIT P. Defendants'
8 production of document 001034. (Noted that Jul 03, 2001 was the
9 date of plaintiff's termination letter).
10

11 36) July 10, 2002 defendants concealed crucial information,
12 and statistical data in reference to number of terminated
13 employees, all minorities, by shifting months, and not
14 responsive to EEOC requests of specific months in question.
15 EXHIBIT Q. Defendants production of documents 001037.
16

17 37) Defendants alters the initial request of EEOC for June
18 1999 and submits modification made to 6 months ahead to January
19 1, 2000. (Skipping 6 months).
20

21 38) Defendant withheld information in reference to
22 statistical data to conceal the identity of Mr. Ali Mahdi which
23 was released in December 1999. (Shortly after e-mail in
24 plaintiff's affidavit) African-American, 44 years old, male.
25 Also in the same respond to EEOC, defendant had already

1 terminated Mr. Bruce Lee on or about June 6, 2001. Chinese
2 National, also a minority in Plaintiff's Department, defendant
3 does a touch and go with his name and never mentioned that he
4 was also terminated.

5
6 39) Defendant On the same Exhibit Q, alters the ending
7 period of statistics from June 2001 of EEOC request , to fit
8 their own to July 3, 2001, which its original motive of change
9 of this date was generated on the letter dated June 18, 2002.
10 previous EXHIBIT P, More importantly, this had played an optical
11 illusion to distract investigator's recollection in reference to
12 (July 03). U.S. Federal Investigator had requested statistics
13 between June 1999 to ending June 2001, no mention any where in
14 his initial request of ending period July 03, 2001.

15
16 40) Defendant's bold legal strategy was a big risk between no
17 cause finding and now intentional discrimination and intentional
18 retaliation post 9/11. The defendants' actions were generated to
19 covering up statistical data, conspiracy of federal statute.

20
21 41) If in fact, correct information was presented, pattern of
22 practice had been established which is what the investigator was
23 looking for. See, plaintiffs' first affidavit. Paragraph 6
24 ,7,and 10.

1 **F. Intentional Infliction of Emotional Distress**

2
3 **FIRST CAUSE OF ACTION**

4 42) Plaintiff after wrongfull termination and intentioanl
5 discrimination had suffered loss of motivation, loss of self
6 esteem, loss of energy, injury to professional standing, loss of
7 enjoyment of life, anexity, stress, depression, marital strain,
8 humilation, emotional distress, nervous break down, injury to
9 credit standing.

10 43) Ashtiani had complaint to Dr. Chenet on October 03,
11 2001. and it was brifly noted by Dr. Chenet "37 year old male is
12 in for decrease energy, elev fatigue, chronic fatigue syndrom,
13 depression over loss of job at Contininatal as aircraft
14 mechanic. **EXHIBIT R.**

15
16
17 44) Plaintiff based on direct and circumstantial evidence
18 reasonably believes that he has proven that wrongful termination
19 has occurred and that plaintiff moves the court for intentional
20 infliction of emotional distress as liability against the
21 defendant.

22 **Emotional distress are available in a wrongful discharge**
23 **action under the public policy.**

24 Plaintiff's psychiatrist testified that the plaintiff was
25 suffering from anxiety, stress, and depression. **The court**
 found that this was an adequate basis for the award.
 Rowlett v. Anheuser-Busch, 832 F.2d 194, 44 EPD Par.
 37,428 (1st Cir. 1987).

1 FIFTH CAUSE OF ACTION

2 VIOLATION OF FEDERAL STATUTE OF FAMILY MEDICAL LEAVE ACT OF 1993

3
4 45) Plaintiff was forced to take care of his sick immediate
5 family member thus called his employer and informed the
6 supervisor on duty of the circumstances.

7
8 46) Plaintiff upon return to work received a FMLA certificate
9 and a letter from Supervisor on Jun 26, 2001 stating return the
10 document within 15 days as matter of law. EXHIBIT S.

11
12 47) Defendant argues that "Ashtiani made No attempt to return
13 the FMLA forms until July 10, 2001 after his discharge on July 3
14 2001. See Ashtiani motion to compel at paragraph (6) and
15 Ashtiani'S first Affidavit. I received the letter of termination
16 on JUL 12, 2001. I had 15 days to return. Also CMI's e-mail
17 reference to Mahdi. Regarding (2) day and (15) days. . Also see
18 FMLA law 825. 208(a)(2)(e) EXHIBIT T.

19
20 48) Defendant further argued that the patient right now
21 symptomatic and that the patient does not require
22 transportation needs, this is also false as any one could assert
23 that a 3 ½ year old boy can not drive himself. Dr. appellants
24 is a new guest in GUAM as he had recently arrived from out side
25 of United States. Also see answer interrogatories to NO 4.and 5.

EIGHTH CAUSE OF ACTION

SALES OF FRAGULANET INSUARANCE POLICIES BY DEFENDANT TO EMPLOYEES.

49) Plaintiff in his years of employment always had selected the highest amount of accidental death life insurance of \$500.000 as plaintiff was working in the heights from time to time and was worried if something happens to him his kids will get good education, with something to live on for his spouse,

EXHIBIT U.

50) Plaintiff received series of documents that were intentionally delayed by defendants' Human resources benefit dept, document which was most suspicious had the top of it moved up on the copy machine to cover-up something, and the amount \$ 500.000 enlarged in two places of the document. **EXHIBIT V.**

51) Plaintiff after looking at this document for long time, searched for the hidden motive and started searching the web, and found the phone number of the insurance company that was producer of the original in New York. **EXHIBIT W.**

52) Plaintiff after a through investigation found out that the insurance policy was not even valid in Guam, and was only valid in the fifty states and the maximum amount of the policy was \$ 250.000,00 **EXHIBIT X.** and a benefit dept's employee had changed the amount to \$ 500.000.00 so that it would match the policy that employee had paid for, as evident in previous EXHIBIT U.


1 53) Plaintiff became aware of discrimination in employee
2 benefits. EXHIBIT Y.

3 54) Plaintiff is a key witness that this act did not only
4 happened to the plaintiff but there are families of the deceased
5 employees of Guamanians and pacific islanders ethnicity that are
6 suffering today, rather than defendant paying these families
7 their claim of these policies, defendant denied the amounts by
8 switching documents and put the money right in their pocket
9 books as additional profit in the corporation, while these
10 families and their children being deprived of their benefits and
11 being discriminated by the wealthy corporation such as
12 defendants .

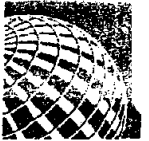
13
14 **IV. CONCLUSION**

15 55) For all of the reasons set forth above, the plaintiff
16 respectfully asks of Honorable Chief Judge John S. Unpingco of
17 United States District Court of Guam and prays that defendants'
18 motion to be denied.

19 Submitted respectfully, This 28TH day of November, 2003.

20
21 
22
23 Tony H. Ashtiani

24 Pro Se, Litigant
25



(21)


To: Hamid (Tony) Ashtiani
 From: William A. Herrera
 Subject: Disciplinary Action
 Date: July 3, 2001

At the end of our discussion on June 26, 2001 with Prudencio Aguilo and IBT Representative, Mike Pablo present, you were advised that you would be contacted for a meeting on Monday. I had also advised you to contact me by Tuesday, 1600 if you had not heard from me. The meeting was scheduled to discuss your no-call/no-show of your shifts of June 23 and 24, 2001.

After numerous attempts, starting with my e-mail sent on June 27 to the address you had provided and also voice messages left on the answering machine associated with telephone number 653-5575, we have been unable to set a formal meeting date. Because of the faxed received at 1701 on July 3, 2001 it is apparent that you don't want to meet to complete this investigation. With the information that I have available and based on no reasonable explanation for not securing authorization for your absences on June 23 and 24, 2001 I have made the decision to terminate your employment with Continental Micronesia effective July 3, 2001.

Because your refusal to meet and discuss this situation any further, it is with regret that I am reduced to sending this certified letter concerning your status with Continental Micronesia. Your final paycheck is available and may be retrieved from the Human Resources department by contacting Robbi Crisostomo, 642-8727 or Teresa Sage, 642-8852.

Should you elect to appeal this termination, you may do so in accordance with Article 24 of the current bargaining agreement between Continental Micronesia, Inc. and The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.


 William A. Herrera

Cc: Baltazar Atalig
 Employee Relations
 Union Representative
 P-file

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(21)

DECLARATION

DECLARATION OF JOE . PANGELINAN.

I, Joe Pangelinan declare as follows:

My name is Joe Pangelinan, at my own will I testify that Tony Ashtiani did call on June 23, 2001 at approx. 1250 p.m. that Tony informed me he will not be in due to illness of his son and he would not be in on June 23 and 24 , 2001.

If you have any questions please contact me at Cell 687-2303. Hm. 789-1946.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at HAGANA, Guam. on this 17 day of November 2003.

JOSEPH M. PANGELINAN

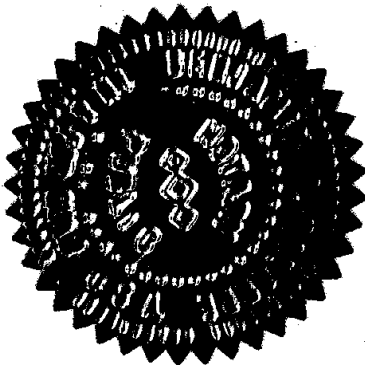
Printed Name

[Signature]
Signature

CERTIFIED COPY

GUAM, U. S. A.,

On this 18th day of November, 2003, I certify that the preceding or attached documents and the duplicate retained by me as a notarial record, are true, exact, copies of "DECLARATION OF JOE PANGELINAN", presented to me by the document's custodian TONY H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.



[Signature]
BENJAMIN S. GALARPE
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: August 9, 2004
P. O. Box 821, Hagatna, Guam 96932

DECLARATION

DECLARATION OF JOE . PANGELINAN.

I, Joe Pangelinan declare as follows:

In addition to previous declaration, I had informed Mr. Mendoza that duty supervisor on duty that Tony Ashtiani would not be in on Jun 23 & 24 2001 at approx 1300, shift starts at 1330.

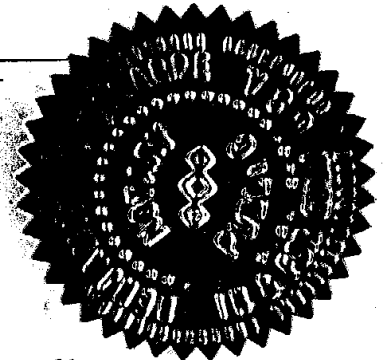
In reference to Mr. Sherman Thompson's statement everyone in the dept knew Tony Ashtiani was of Iranian descent on several occasion Mr. Sherman Thompson would talk Politics about Iran with Tony Ashtiani. Sherman Thompson on different occasions would refer to Tony Ashtiani as his "Persian Brother" or "Iranian Brother." Sherman Thompson is misleading the investigator on Tony Ashtiani knowledge of his nationality.

My personal view on the situation is Mr. Tony Ashtiani is a very respectable and knowledgeable individual in our dept. Please consider his case.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at AGASA, Guam. on this 17 day of November 2003.

JOSEPH M. PANGELINAN
Printed Name

[Signature]
Signature



CERTIFIED COPY

GUAM, U. S. A.,

On this 18th day of November, 2003, I certify that the preceding or attached documents and the duplicate retained by me as a notarial record, are true, exact, copies of "DECLARATION OF JOE PANGELINAN", presented to me by the document's custodian TONY H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.

[Signature]
BENJAMIN G. GALARPE
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: August 9, 2005
P. O. Box 821, Hagatna, Guam 96932

Herrera, William A

From: Mendoza, Glenn R
Sent: Saturday, June 23, 2001 16:38
To: Babauta, Benjamin C; Herrera, William A
Cc: Atalig, Baltazar

TO DAYS/SWINGS 23JUN01
201- NLG DIP CW BY DAYS. AC TO DO 973. NO PLA.

227- GOOD TA AC. PUT LITE BULBS 4551 FOR MNL MX. IT'S IN THE COCKPIT. NO PLA.

228- SCK WIP, NO PLA. ONE DIP FOR NO1 ENG NO8 BLADE SLOT CONVEX TE SIDE WITHIN LIMITS, NEED TO DO INSP PER ECRA 7221-0164. SPN PLA NO1 ENG HIGH STAGE BLEED, SWINGS WIP.

232- GOOD DISP, CHECKING ON AOG FOR INFO FOR SHIPPING ON PANEL 29-5221-3-0024 DUE IN 03JUL PER AOG ROBERT..

235- COMING IN AT 2255. WILL TRY AND MEET TO PUT OIL. NO PLA.

236- GOOD DISP.

GOOD TA AC. NO PLA.

246- SCK WIP, NO PLA.

249- SWAPPED WITH 250, SENT SCK-3 PAPERWORK AND PARTS TO SPN TO CW.

250- SWINGS WIP FOR CONDUIT DIP, SCK WIP. ETR 0200 24JUN.

063- CAME IN WITH COFFEE AND OVEN INOP CW, DID NOT WORK CARGO DUE RAMP LOADING.

083- SCK WIP, WORKING PLA AT THIS TIME. FAULT ISO PANEL, A/C DOOR OIL, FWD CARGO LOADING SYS INOP.

PLS SEE IDI FOR EA FOR OXY GEN INSP.

BILL, TONY DID NOT SHOW UP FOR ANY OF HIS DAYS, HE DID TALK TO JOE P. ABOUT SOME MEETING YOU AND HIM ARE TO ATTEND ON MONDAY. SEE NOTE IN YOUR MAILBOX. ALSO RYAN G. HAS BEEN SICK THIS WHOLE WEEK. HE CALLED ME ON FRIDAY AND SAID HE WAS GOING TO SEE A DOCTOR THAT DAY, I TOLD HIM TO MAKE SURE HE HAD A DOC. NOTE. I DID OFFER FMLA BUT HE DECLINED.

PER MARTY EA FOR OXY GEN INSP MY BE DONE IF YOU FEEL YOU HAVE THE TIME AND MANPWR. IF NOT HE CAN HAVE IT DONE AT BCK, NO BIG RUSH ON THIS. PER MARTY.

ZAR, I WOULD LIKE TO TAKE ONE WEEK VAC STARTING 12-15JUL, THIS IS THE WEEK I MOVED IN MAY DUE TO BILL WAS ALSO ON VAC.

000931

Herrera, William A

From: Mendoza, Glenn R
Sent: Saturday, June 23, 2001 16:38
To: Babauta, Benjamin C; Herrera, William A
Cc: Atalig, Baltazar

TO DAYS/SWINGS 23JUN01

201- NLG DIP CW BY DAYS. AC TO DO 973. NO PLA.

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083- SCK WIP, WORKING PLA AT THIS TIME. FAULT ISO PANEL, A/C DOOR OIL, FWD CARGO LOADING SYS INOP.

PLS SEE IDI FOR EA FOR OXY GEN INSP.

BILL, TONY DID NOT SHOW UP FOR ANY OF HIS DAYS, HE DID TALK TO JOE P. ABOUT SOME MEETING YOU AND HIM ARE TO ATTEND ON MONDAY. SEE NOTE IN YOUR MAILBOX. ALSO RYAN G. HAS BEEN SICK THIS WHOLE WEEK. HE CALLED ME ON FRIDAY AND SAID HE WAS GOING TO SEE A DOCTOR THAT DAY, I TOLD HIM TO MAKE SURE HE HAD A DOC. NOTE. I DID OFFER FMLA BUT HE DECLINED.

PER MARTY EA FOR OXY GEN INSP MY BE DONE IF YOU FEEL YOU HAVE THE TIME AND MANPWR. IF NOT HE CAN HAVE IT DONE AT BCK, NO BIG RUSH ON THIS. PER MARTY.

ZAR, I WOULD LIKE TO TAKE ONE WEEK VAC STARTING 12-15JUL, THIS IS THE WEEK I MOVED IN MAY DUE TO BILL WAS ALSO ON VAC.

WHA-01124/02

DECLARATION

DECLARATION OF RON ROBERTS .

I, Ron Roberts declare as follows:

During the month of December on or about 11th, 2001. I Ronald Roberts went to Mr. Jim Hammer's office to talk to him about man power. Because of the recent layoff of Aircraft Mechanics when I asked Mr. Hammer about bringing back Mr. Wong (Ed), because we were told, by Mr. John Carbullido who took a year leave of absents. John was told by Mr. Hammer he was recalling Ed Wong. But this was only to keep John Happy until he left. Mr. Hammer had no intentions of bring anyone back, In fact, Mr. Hammer had told me we were still 6 people over-manpower. So I asked Mr. Hammer about Tony Ashtiani who I feel was wrongfully released from the Company because of two supervisor's not communicating with each other. I was told by one supervisor Bill Herrera "If Glenn would of told me Tony Called in all this would not be happening."

Mr. Hammer told me that after the recent event of 9-11 "That Tony Ashtiani would never work around these aircraft again if he could do anything about it because he could not trust people like Mr. Ashtiani." End of statement.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at Yigo, Guam. on this 20th day of November 2003.

RON ROBERTS

Printed Name

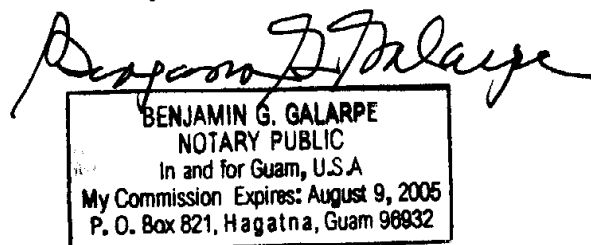


Signature

CERTIFIED COPY

GUAM, U. S. A.,

On this 26th day aof November, 2003, I certify that the proceeding or attached document, and the duplicate retained by me as a notarial record, are true, exact, stated portion of "DECLARATION OF RON ROBERTS", presented to me by the document's custodian TONI H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.



DECLARATION

DECLARATION OF MARK E. WILLIAMS

I, Mark E. Williams, declare as follows:

(u) ^{JULY} On ~~June-2~~, 2001 at approximately 10:30 a.m., Guam time, I contacted Ms. Teresa Sage of the Continental Airlines Human Resources Office by phone and advised her of this office's representation of Mr. Tony Ashtiani, and requested information regarding the subject matter of the pending hearing or conference between the Management of Continental Airlines and Mr. Ashtiani involving Mr. Ashtiani's disciplinary action, and his related appeal/grievance of such action. I further requested information necessary for the preparation of Mr. Ashtiani and this office for such conference or hearing. However, Ms. Sage refused to provide any such requested information or to acknowledge this office's representation of Mr. Ashtiani. Instead, Ms. Sage directed me to contact Continental's legal office in Houston, which we were unable to do by phone as the office in Houston was apparently closed at that hour.

I declare that I have firsthand knowledge of the foregoing facts, that I have read the foregoing statement and that the information contained herein is true and correct to the best of my knowledge and belief, and that if called as a witness, I could testify competently thereto. I further hereby declare that this declaration is executed under penalty of perjury at Hagatfa, Guam on

3/20/02

MARK E. WILLIAMS
Printed Name

[Signature] (Date)
Signature

313

July 01, 2001

TONY ASHTIANI

**P.O. BOX 12723
TAMUNING, GUAM 96931
CELL: 671- 688-4844
CELL: 671- 687-8182
TEL : 671- 653-8008
FAX : 671- 653-5575
(e-mail) ashtiani@ite.net**

**TO : Ms .TERESA SAGE
HUMAN RESOURCES DEPT.
LABOR RELATIONS**

RE: MEETING

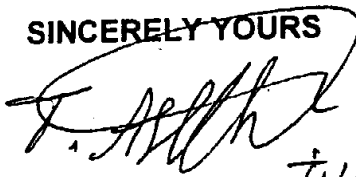
**PLEASE BE ADVISE AS PER THE AGREEMENT BETWEEN CMI AND IBT ,
ARTICLE 24 ITEM F. LETTER VIA CERTIFIED MAIL WHICH WOULD INCLUDE THE
FOLLOWING INFORMATION.**

- 1) THE CONTENTS OF THE MEETING?**
- 2) THE NUMBERS OF PERSONS WHICH WILL ATTEND (CMI)?**
- 3) WHO WILL BE ATTENDING THIS MEETING (PROVIDE LIST OF NAMES)?**
- 4) WHICH ARTICLES WILL BE DISCUSSED?**
- 5) WHICH STEPS OF ARTICLE 24 WILL BE DISCUSSED?**

**SINCE THIS MEETING HAS DIRECT EFFECT ON ME I AM ENTITLED TO
SUCH BASIC ANSWERS ALSO PROPER AND ADEQUATE TIME TO PREPARE.**

YOUR COOPERATION IN THIS MATTER IS KINDLY APPRECIATED .

SINCERELY YOURS


Jul/02/01
11:05 AM

RECEIVED
7/2/01
11:12 AM

000928

Sage, Teresa

From: Sage, Teresa
Sent: Monday, July 02, 2001 4:11 PM
To: 'ashtiani@ite.net'
Subject: Meeting

Importance: High

Tony,

I have received your letter. As a matter of fact, Bill Herrera has been trying to reach you to confirm the meeting that was scheduled for 1600 today. I understand he e-mailed you last week when he set it up. With regard to the information you refer to in your letter, I'm afraid you have misunderstood the contract. We welcome the chance to clarify during the meeting with you.

You need to contact Bill or one of the Tech Ops supervisors or Zar as soon as possible.

Regards,

Teresa Sage

tsage@csair.com

Employee Relations

(671) 642-8852 - Office

(671) 649-5006 - Fax (private)

(671) 720-8202 - Pager

Co mail: GUMHR

INTER-DEPARTMENTAL MEMORANDUM
June 28, 2001

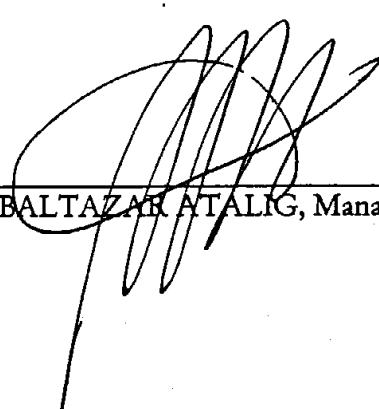
TO: Beatriz A. Camacho,
Payroll Department

FROM: Adrienne B. Cruz

SUBJECT: Final Paycheck - Tony Ashtiani

Enclosed is the Hours Summary, and Punch Detail Report for the aforementioned subject. Should you have any inquiries or require additional information, please do not hesitate to contact me.

Please be advised that this memorandum is countersigned and approved by our Manager.



BALTAZAR ATALIG, Manager - Aircraft Maintenance

From the desk of:
Adrienne B. Cruz
Administrative Specialist
Phone: [671] 642-8904
Fax: [671] 649-5248
E-mail: acruz@csair.com
Boardmail: GUMMX

000225

(i) by a person who, prior to the entry of the judgment or order described in subparagraph (A), had-

(I) actual notice of the proposed judgment or order sufficient to apprise such person that such judgment or order might adversely affect the interests and legal rights of such person and that an opportunity was available to present objections to such judgment or order by a future date certain; and

(II) a reasonable opportunity to present objections to such judgment or order; or

(ii) by a person whose interests were adequately represented by another person who had previously challenged the judgment or order on the same legal grounds and with a similar factual situation, unless there has been an intervening change in law or fact.

(2) Nothing in this subsection shall be construed to-

(A) alter the standards for intervention under rule 24 of the Federal Rules of Civil Procedure or apply to the rights of parties who have successfully intervened pursuant to such rule in the proceeding in which the parties intervened;

(B) apply to the rights of parties to the action in which a litigated or consent judgment or order was entered, or of members of a class represented or sought to be represented in such action, or of members of a group on whose behalf relief was sought in such action by the Federal Government;

(C) prevent challenges to a litigated or consent judgment or order on the ground that such judgment or order was obtained through collusion or fraud, or is transparently invalid or was entered by a court lacking subject matter jurisdiction; or

(D) authorize or permit the denial to any person of the due process of law required by the Constitution.

(3) Any action not precluded under this subsection that challenges an employment consent judgment or order described in paragraph (1) shall be brought in the court, and if possible before the judge, that entered such judgment or order. Nothing in this subsection shall preclude a transfer of such action pursuant to section 1404 of title 28, United States Code.

OTHER UNLAWFUL EMPLOYMENT PRACTICES

SEC. 2000e-3. [Section 704]

(a) It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any

Employee Number: 05963

ABSENCE FROM DUTY REPORT

Date Prepared: 10/30/01

INSTRUCTIONS

1. SICK LEAVE: Immediately upon return to work or at the end of each pay period whichever first occurs.
2. OCCUPATIONAL INJURY LEAVE: Immediately when injury necessitates absence from duty.
3. VACATION: Prior to the start of the vacation period; OR when a paycheck is desired before the start of the vacation period, this form must be received in Payroll FOURTEEN (14) CALENDAR days prior to the date the check is desired.
4. OTHER: Immediately upon return to work or at the end of each pay period whichever first occurs.

Distribution: White copy - Payroll • Yellow copy - Division Head File • Pink copy - Supervisor File • Gold copy - Employee

(Attach Doctor's Certificate When Requesting)

I, _____, employed at _____ and _____
PRINT NAME WORK LOCATION COST CENTER

Employee Number _____, hereby certify that I was absent due to sickness for the period of the time indicated below and that I was unable during such period to perform my regularly assigned duties.

DATE OF ABSENCE _____ TOTAL HOURS **000254**

BRIEF DESCRIPTION, NATURE OF ABSENCE _____

Signature of Employee _____ ACKNOWLEDGED _____
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

(Attach Doctor's Certificate When Requesting)

I, _____, employed at _____ and _____
PRINT NAME WORK LOCATION COST CENTER

Employee Number _____, hereby certify that I was absent due to sickness for the period of the time indicated below and that I was unable during such period to perform my regularly assigned duties.

DATE OF ABSENCE _____ TOTAL HOURS _____

Signature of Employee _____ ACKNOWLEDGED _____
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

I, _____, employed at _____ and _____
PRINT NAME WORK LOCATION COST CENTER

Employee Number _____, hereby certify that I will be on vacation in accordance with my approved vacation schedule for the period of time indicated below.

VACATION (HOURS) _____

DEFERRED HOLIDAYS (HOURS) _____

DATES OF VACATION (FROM) _____ (TO) _____ TOTAL HOURS _____

MY PAYCHECK TO BE ISSUED ON _____ is herewith requested for _____
(DATE) (DATE)Signature of Employee _____ ACKNOWLEDGED _____
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

(Personal Business, Authorized Leave, Jury Service, etc.)

I, Tony Astiani, employed at GUMAY and _____
PRINT NAME WORK LOCATION COST CENTEREmployee Number 05963, hereby certify that I will be on vacation in accordance with my approved vacation schedule for the period of time indicated below.DATE OF ABSENCE JUN 23-24, 2001 TOTAL HOURS 20REASON FOR ABSENCE NO SHOW

If because of death in the immediate family, what relation to the employee? _____

Signature of Employee FOR EMPLOYEE ACKNOWLEDGED [Signature] 10/22/01
SUPERVISOR DATE

CIRCLE REGULAR DAYS OFF: S M T W T F S

Distribution: White copy - Payroll • Yellow copy - Division Head File • Pink copy - Supervisor File • Gold copy - Employee

FORM: 40.0061CM
 DATE: 04-01-01
 M&E: 00-0703-3-1309

TECHNICAL SERVICES DIVISION

SHIFT LOG

SUPERVISOR SIGNATURE: *[Signature]*

DATE: 4/24/02

SHIFT: SWING

STATION: *Gum*

PERSONNEL ABSENCES

EMPLOYEE	TIME CALLED	TAKEN BY	REASON
Tony R.	1228	ROGER	SICK

ACFT TIME

SHIFT NOTES

		HEADS up GRABBLE - RUB STRETCHER INSTR T-954/03 SEAT 5-7 DCR plus 5 SMALL MOD 02	
		INFO ISLANDER FTR T-900 N-226 (DOS) FAK-3	
		INFO RUB ✓ MRL BRK ONBOARD AIRCRAFT FOR POSS B/L ATA CHAPTER - 32, 33, 34 + 38 MISSING INSPECTED A/C AS FOLLOWS -	
		N-240 - OK	N-246 - OK
		N-236 - OK	N-228 - OK
		N-201 - OK	N-235 - OK
		N-250 - OPEN	N-249 - OK
		N-222 - OPEN	
		INFO 20A COL NON-ROUTINES ON N-250 AS FOLLOWS ① RH SIDE KNUFGR FLAP 3+4 SEALS TORN ② LH SIDE FLAP SEALS 1+2 TORN KNUFGR	
058	9	SV - DONE	PLA - 0
MIKE/JOS	OK	OIL = 0	FUP = 0
		N/R = + 0	BOR = 0
		LAV STAINDS = DONE	
249	18	SV - DONE	PLA - 0
CRIC/VIC		OIL = 0	FUP = 0
Tony D.		HF MOD =	BOR = 0

FORM: 40.0061CM
DATE: 04-01-01
M&E: 00-0703-3-1309

TECHNICAL SERVICES DIVISION

SHIFT LOG

SUPERVISOR SIGNATURE: *P. Gumb* DATE: 4/14/02 SHIFT: GRAVES STATION: Guam

PERSONNEL ABSENCES

EMPLOYEE	TIME CALLED	TAKEN BY	REASON
J. Martinez	0513	V. Saelof	Sick - flu

ACFT TIME SHIFT NOTES

236	20 SV - C/W	
	NR ROW - open	
	NAV DB - C/W	
	NonRoutines = 2	
JOB BOX	(1) #3 & #4 LE KRUGER FLAP SPN WISE SEALS	
	(2) #2 ENG COOLING VORTEX DEVICE	
246	20 SV - C/W PLA - 1	
	PLA - VIDEO SYST INOP < Controller coming in on trip - 1 >	
	NAV - DB - C/W	
	Move to Gate 13 -	
	* Swapped out w/ A/c 228	
227	21 SV - C/W Pr - 0 PLA - 2 011-1	
	OIL - Door Stoppers	
	PLA - Kruger flap seals	
249	15 SV 3 - PLA - 0 OIL - 0 PR - 0	
	Tire chg -	
	NAV DB -	
	2-dents INBD LWR TAIL EDGE FLAP - C/W	
	TRNBKL -	
	11 NR	

TECHNICAL SERVICES DIVISION

SHIFT LOG

SUPERVISOR SIGNATURE:

DATE: 4-27-02 SHIFT: GRAVEYARD STATION: GUM

PERSONNEL ABSENCES

ACFT	TIME	SHIFT NOTES				
236	0110-TERM	G-21	SC-OPEN	PR-Ø	PLA-Ø	OIL-Ø
*APU AUTO SHUTDOWN: STARTER GEN FILTER CLOGGED-OPEN *STAB TRIM MOTOR R+R-OPEN *ENG OIL SERVICE-C/W						
246	0100-TERM	G-20	SC-C/W	PR-Ø	PLA-Ø	OIL-Ø
*DIP-#2 ENG EEC FAULT, NEED TO CHANGE VBV-OPEN *FUP-DROP DEAD: RIGHT PRIMARY HEAT EXCHANGER-C/W						
240	0440-TERM	G-13	SC-OPEN	PR-Ø	PLA-Ø	OIL-Ø

Case 1:02-cv-00032
Document 121
Filed 11/28/2003
Page 34 of 49

MAY 29, 2002

TO WHOM IT MAY CONCERN:

I, VINCE DIAZ, MAKE THE FOLLOWING STATEMENT
THAT,

1. EMPLOYEES, OTHER THAN SUPERVISORS, IN THE MX DEPT., TOOK SICK CALL MESSAGES FROM OTHER EMPLOYEES
2. THESE MESSAGES WERE EITHER NOTED IN THE SHIFT TURNOVER LOG, ON THE MESSAGE BOARD OR PASSED ON VERBALLY TO THE SUPERVISOR ON DUTY...
3. THIS PRACTICE IS NO LONGER USED AT WORK.
4. 2 EMPLOYEES WERE HIRED AS A I P'S AFTER H. ASHTIAN'S TERMINATION, DENNIS FLORES & RICK CRUZ...



VINCE DIAZ

734-1383

10

DECLARATION

DECLARATION OF RON ROBERTS .

I, Ron Roberts declare as follows:

During the month of December on or about 11th, 2001. I Ronald Roberts went to Mr. Jim Hammer's office to talk to him about man power. Because of the recent layoff of Aircraft Mechanics when I asked Mr. Hammer about bringing back Mr. Wong (Ed), because we were told, by Mr. John Carbullido who took a year leave of absents. John was told by Mr. Hammer he was recalling Ed Wong. But this was only to keep John Happy until he left. Mr. Hammer had no intentions of bring anyone back, In fact, Mr. Hammer had told me we were still 6 people over-manpower. So I asked Mr. Hammer about Tony Ashtiani who I feel was wrongfully released from the Company because of two supervisor's not communicating with each other. I was told by one supervisor Bill Herrera "If Glenn would of told me Tony Called in all this would not be happening."

Mr. Hammer told me that after the recent event of 9-11 "That Tony Ashtiani would never work around these aircraft again if he could do anything about it because he could not trust people like Mr. Ashtiani." End of statement.

If called as a witness, I would and could testify competently testify thereto to all facts within my personal knowledge except where stated upon information and belief. I further hereby declare that this declaration is executed under penalty of perjury at Yigo, Guam. on this 20th day of November 2003.

RON ROBERTS

Printed Name

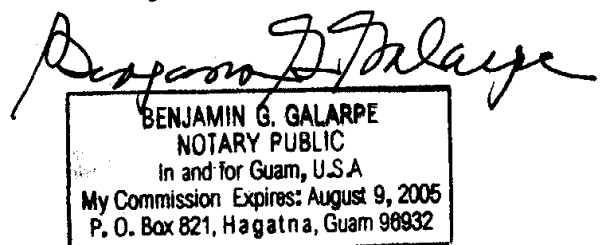


Signature

CERTIFIED COPY

GUAM, U. S. A.,

On this 26th day aof November, 2003, I certify that the proceeding or attached document, and the duplicate retained by me as a notarial record, are true, exact, stated portion of "DECLARATION OF RON ROBERTS", presented to me by the document's custodian TONI H. ASHTIANI, held in my custody as a notarial record, and that, to the best of my knowledge, are either public records nor publicly recordable documents, certified copies of which are available from an official source other than a notary.





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Honolulu Local Office

300 Ala Moana Boulevard, Room 7-127
Honolulu, HI 96850-0051
(808) 541-3120
TTY (808) 541-3131
FAX (808) 541-3390

June 14, 2002

Via US Mail and Fax

Continental Airlines, Inc.
Legal Department
ATTN: Louid Obdyde, Esq.
P.O. Box 4607
Mail Code HQSLG
Houston, Texas 77210

RE: Tony Ashtiani v. Continental Micronesia, Inc.
EEOC Charge No.378-A2-000115

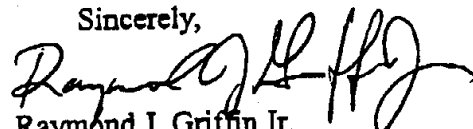
Dear Obdyke,

In order to continue with the investigation, our office will need the following information.

- 1) Provide a list of all Respondent's aircraft mechanics who were no call/no show for two consecutive days between June 1999 to June 2001. Identify by
 - a. name
 - b. ethnic identity
 - c. date of hire
 - d. date(s) of no call/no show
 - e. date of discharge
- 2) Provide all relevant documentation for each employee's discharge. If the employee was not discharged, explain why.

Provide the requested informed by June 21, 2002. If you have any questions, contact me at 808-541-3721. Thank you.

Sincerely,



Raymond J. Griffin Jr.

Investigator

001032



Continental Airlines, Inc.
41st Floor HQSLG
1600 Smith Street
Houston TX 77002

Tel 713 324 5000
Fax 713 324 5161

June 18, 2002

VIA FACSIMILE: 808-541-3390

Mr. Raymond J. Griffin, Jr.
The Equal Employment Opportunity Commission
Honolulu Local Office
300 Ala Moana Blvd., Room 7-127
Honolulu, HI 96850

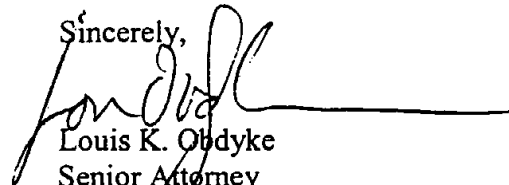
Re: Tony H. Ashtiani, Charging Party
Continental Micronesia, Inc., Respondent
Charge No. 378A200115

Dear Mr. Griffin:

I am in receipt of your request for additional information dated June 14, 2002. I am unable to respond by June 21 due to the fact that the company's director of human resources is out of the office until June 24, and then I will be "on the road" until July 1, 2002. We will gather appropriate comparative information and will forward it on July 3, 2002.

Again, I look forward to working with you in order to assist in a closing this charge with a finding of no cause for discrimination.

Sincerely,



Louis K. Oddyke
Senior Attorney
(713) 324-2218



Continental Airlines, Inc.
41st Floor HQSLG
1600 Smith Street
Houston TX 77002

Tel 713 324 5000
Fax 713 324 5161

July 10, 2002

VIA FACSIMILE: 808-541-3390

Mr. Raymond J. Griffin, Jr.
The Equal Employment Opportunity Commission
Honolulu Local Office
300 Ala Moana Blvd., Room 7-127
Honolulu, HI 96850

Re: Tony H. Ashtiani, Charging Party
Continental Micronesia, Inc., Respondent
Charge No. 378A200115

Dear Mr. Griffin:

In response to your June 14 request for supplemental information, CMI advises that two maintenance employees other than Mr. Ashtiani were disciplined during the time period of January 1, 2000 to the date of Mr. Ashtiani's discharge, July 3, 2001, both occurred prior to Mr. Ashtiani's discharge. Other divisions within the company have additional disciplinary actions for No Call/No Show, but checks were made only within the maintenance (Tech Ops) department as that is where Mr. Ashtiani worked.

Mr. Bruce Lee, Chinese/American, was deemed a No Call/No Show in May 2000, but upon investigation and the employee's explanation (death in the family and qualified FMLA leave), Mr. Lee's disciplinary action was retracted. A second No Call/No Show involved a mechanic assigned to fly check flights for maintenance checks, Mr. Edwin Antonio, Asian-Filipino/American. Mr. Antonio failed to show-up for a scheduled check flight and failed to call in - he was issued a written warning based on no prior disciplinary action in his file, unlike Mr. Ashtiani's extensive disciplinary history. The Guam maintenance supervisors are checking for other possible No Call/No Show disciplinary actions, but since the company does not keep a "running log" for discipline, they must look at each individual personnel file - including all those discharged during the time period (files now in storage).


001037

IMANAGE 45258v1

Ashtiani EEOC Response
July 10, 2002
Page 2

CMI hopes this information supports its decision to terminate Mr. Ashtiani for reasons other than his national origin, or any other discriminatory reason, and that you will be able to find no cause for discrimination.

Sincerely,



Louis K. Obayke
Senior Attorney
(713) 324-2218

IMANAGE 45258v1

001038

0769

PATIENT	HOUR	CHECK-IN
Date	OCT 03 2001	
	10:15 AM	
	110/60	
T-P-R	97 69 84-20	
Weight	185 #	
Recorder	JA	
Allergy	NKA	

5-37 y.o male is here
for decrease energy
↓ about 2 weeks

↓ constant

occasional pain

4 months after

he was diagnosed of

work, no loss

of sexual desire

in sleep pattern

- chronic fatigue, depression

he denies his work been stop

0: BP 110/60 P 64 R 17 T 37.6

Heart clear, no other

Chck - ch hys

Case 5.2

Plur - human aspect
no further

then - present on

Ⓟ Chronic fatigue - ? 2° + mild

Depression even less 7

job he held as aircraft

mechanic or maintenance for 17 yrs, DOE

2 lab work

TAST 2/20/01 AD

+ full up

Guam Adult-Pediatric Clinic

612 N. Marine Drive, Suite #8, Dededo, Guam 96929
Phone: 671-633-GAPC (4272)

Patient's Progress Record

NAME: Ahtiani, Tony

D.O.B. 10/6/63

INSURANCE: Multicare


CHART #: 48767

572


To: Tony Ashtiani
From: William A. Herrera
Subject: Attendance

June 26, 2001


We are currently investigating your attendance for the period June 3 through June 19, 2001. Because of the possibility that FMLA may apply, we are including FMLA forms to have completed by your physician. In keeping with our policy for FMLA, these forms must be returned within 15 days of receipt in order for FMLA to apply.


William A. Herrera

Tony has taken the FMLA FORMS AS OF 1900 THIS DATE.


Tony Ashtiani


P. Aguila


Mike Pablo
IBT SHOP STEWARD

Called by Tuesday
{16:00}

333

§ 825.208(a)(2)

provide notice, though the employee would need to state a qualifying reason for the needed leave. An employee requesting or notifying the employer of an intent to use accrued paid leave, even if for a purpose covered by FMLA, would not need to assert such right either. However, if an employee requesting to use paid leave for an FMLA-qualifying purpose does not explain the reason for the leave — consistent with the employer's established policy or practice — and the employer denies the employee's request, the employee will need to provide sufficient information to establish an FMLA-qualifying reason for the needed leave so that the employer is aware of the employee's entitlement (i.e., that the leave may not be denied) and, then, may designate that the paid leave be appropriately counted against (substituted for) the employee's 12-week entitlement. Similarly, an employee using accrued paid vacation leave who seeks an extension of unpaid leave for an FMLA-qualifying purpose will need to state the reason. If this is due to an event which occurred during the period of paid leave, the employer may count the leave used after the FMLA-qualifying event against the employee's 12-week entitlement.

(b)(1) Once the employer has acquired knowledge that the leave is being taken for an FMLA required reason, the employer must promptly (within two business days absent extenuating circumstances) notify the employee that the paid leave is designated and will be counted as FMLA leave. If there is a dispute between an employer and an employee as to whether paid leave qualifies as FMLA leave, it should be resolved through discussions between the employee and the employer. Such discussions and the decision must be documented.

(2) The employer's notice to the employee that the leave has been designated as FMLA leave may be orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday). The written notice may be in any form, including a notation on the employee's pay stub.

(c) If the employer requires paid leave to be substituted for unpaid leave, or that paid leave taken under an existing leave plan be counted as FMLA leave, this decision must be made by the employer within two business days of the time the employee gives notice of the need for leave, or, where the employer does not initially have sufficient

information to make a determination, when the employer determines that the leave qualifies as FMLA leave if this happens later. The employer's designation must be made before the leave starts, unless the employer does not have sufficient information as to the employee's reason for taking the leave until after the leave commenced. If the employer has the requisite knowledge to make a determination that the paid leave is for an FMLA reason at the time the employee either gives notice of the need for leave or commences leave and fails to designate the leave as FMLA leave (and so notify the employee in accordance with paragraph (b)), the employer may not designate leave as FMLA leave retroactively, and may designate only prospectively as of the date of notification to the employee of the designation. In such circumstances, the employee is subject to the full protections of the Act, but none of the absence preceding the notice to the employee of the designation may be counted against the employee's 12-week FMLA leave entitlement.

(d) If the employer learns that leave is for an FMLA purpose after leave has begun, such as when an employee gives notice of the need for an extension of the paid leave with unpaid FMLA leave, the entire or some portion of the paid leave period may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave. For example, an employee is granted two weeks paid vacation leave for a skiing trip. In mid-week of the second week, the employee contacts the employer for an extension of leave as unpaid leave and advises that at the beginning of the second week of paid vacation leave the employee suffered a severe accident requiring hospitalization. The employer may notify the employee that both the extension and the second week of paid vacation leave (from the date of the injury) is designated as FMLA leave. On the other hand, when the employee takes sick leave that turns into a serious health condition (e.g., bronchitis that turns into bronchial pneumonia) and the employee gives notice of the need for an extension of leave, the entire period of the serious health condition may be counted as FMLA leave.

(e) Employers may not designate leave as FMLA leave after the employee has returned to work with two exceptions:

(1) If the employee was absent for an FMLA reason and the employer did not learn the reason for the absence until the employee's return (e.g., where the employee was absent for only a brief period), the employer may, upon the employee's return to work,

§ 825.208(e)(1)

promptly (within two business days of the employee's return to work) designate the leave retroactively with appropriate notice to the employee. If leave is taken for an FMLA reason but the employer was not aware of the reason, and the employee desires that the leave be counted as FMLA leave, the employee must notify the employer within two business days of returning to work of the reason for the leave. In the absence of such timely notification by the employee, the employer may not subsequently assert FMLA protections for the absence. [60 FR 16383, Mar. 30, 1995]

(2) If the employer knows the reason for the leave but has not been able to confirm that the leave qualifies under FMLA, or where the employer has requested medical certification which has not yet been received or the parties are in the process of obtaining a second or third medical opinion, the employer should make a preliminary designation, and so notify the employee, at the time leave begins, or as soon as the reason for the leave becomes known. Upon receipt of the requisite information from the employee or of the medical certification which confirms the leave is for an FMLA reason, the preliminary designation becomes final. If the medical certifications fail to confirm that the reason for the absence was an FMLA reason, the employer must withdraw the designation (with written notice to the employee).

§ 825.209 Is an employee entitled to benefits while using FMLA leave?

(a) During any FMLA leave, an employer must maintain the employee's coverage under any group health plan (as defined in the Internal Revenue Code of 1986 at 26 U.S.C. 5000(b)(1)) on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. All employers covered by FMLA, including public agencies, are subject to the Act's requirements to maintain health coverage. The definition of "group health plan" is set forth in § 825.800. For purposes of FMLA, the term "group health plan" shall not include an insurance program providing health coverage under which employees purchase individual policies from insurers provided that:

- (1) no contributions are made by the employer;
- (2) participation in the program is completely voluntary for employees;
- (3) the sole functions of the employer with respect to the program are, without endorsing the program,

to permit the insurer to publicize the program to employees, to collect premiums through payroll deductions and to remit them to the insurer;

(4) the employer receives no consideration in the form of cash or otherwise in connection with the program, other than reasonable compensation, excluding any profit, for administrative services actually rendered in connection with payroll deduction; and,

(5) the premium charged with respect to such coverage does not increase in the event the employment relationship terminates.

(b) The same group health plan benefits provided to an employee prior to taking FMLA leave must be maintained during the FMLA leave. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, *etc.*, must be maintained during leave if provided in an employer's group health plan, including a supplement to a group health plan, whether or not provided through a flexible spending account or other component of a cafeteria plan.

(c) If an employer provides a new health plan or benefits or changes health benefits or plans while an employee is on FMLA leave, the employee is entitled to the new or changed plan/benefits to the same extent as if the employee were not on leave. For example, if an employer changes a group health plan so that dental care becomes covered under the plan, an employee on FMLA leave must be given the same opportunity as other employees to receive (or obtain) the dental care coverage. Any other plan changes (*e.g.*, in coverage, premiums, deductibles, *etc.*) which apply to all employees of the workforce would also apply to an employee on FMLA leave.

(d) Notice of any opportunity to change plans or benefits must also be given to an employee on FMLA leave. If the group health plan permits an employee to change from single to family coverage upon the birth of a child or otherwise add new family members, such a change in benefits must be made available while an employee is on FMLA leave. If the employee requests the changed coverage it must be provided by the employer.

(e) An employee may choose not to retain group health plan coverage during FMLA leave. However, when an employee returns from leave, the employee is entitled to be reinstated on the same terms as prior

Continental Micronesia**Benefit Confirmation Sheet**

4/6/2001

2AB

Name: ASHTIANI, HAMID (TONY)
Address: P.O. Box 12723
Tamuning, GU 96931
SSN: 532-84-8767

Station/Dept: GUMMX
DOH: 1/14/1985
DOB: 10/6/1963

The following are your current benefit elections and monthly deductions. Please notify the Benefits Department immediately of any discrepancies. You may only change your benefit elections during Open Enrollment or within 30 days of a qualified lifestyle event.

Benefit Option	Benefit Summary	Per Month	Dependents	Other Info/Comments
<i>Basic Life</i>	54,000	Paid by GMI		
<i>Employee Supplemental Life</i>	162,000	11.34		
<i>Spouse Supplemental Life</i>				
<i>Long-Term Disability</i>	Enrolled	6.25		
<i>Accidental Death and Dismemberment</i>	500,000 EF	12.50		
<i>Vision</i>				
<i>Medical</i>	Not Enrolled			
<i>Dental</i>	Not Enrolled			
TOTAL		30.09		

(7)

AMERICAN HOME ASSURANCE COMPANY

NEW YORK, NEW YORK A CAPITAL STOCK COMPANY FOUNDED 1853

APPLICATION FOR ACCIDENT INSURANCE UNDER CONVERSION PRIVILEGE

APPLICATION is hereby made to the American Home Assurance Company for Accident Insurance.

Name of the Insured (Last)	(First)	(Middle Initial)	Date of Birth
Address		Amount of Principal Sum	
		GTP 804 92 77	
Name of Group Policyholder		Policy Number	
Name and Address of Beneficiary		Relationship	
Date of Termination of Employment			
Date	19	Signature of Applicant	

RATES

ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFITS

Amounts Available: \$50,000.00 to \$500,000.00

ANNUAL PREMIUM PER \$1,000.00 PER APPLICATION

ALL STATES (EXCEPT NEW YORK AND MASSACHUSETTS)

Ages 16 - 62
\$1.25

Ages 63 - 69
\$3.00

(Renewal Only)
Ages 70 - 79
\$4.00

NEW YORK STATE RESIDENTS

Ages 16 - 70
\$1.25

MASSACHUSETTS RESIDENTS

Ages 16 - 62
\$1.20

Ages 63 - 69
\$3.00

Please NOTE
Enlarged 500,000
IN TWO PLACES.
COMPARE TO FAX.

INSTRUCTIONS FOR CONVERSION PRIVILEGE

On the date of termination of employment or during the 31 day period following termination of employment, you may convert your insurance, without a medical examination, to American Home Assurance Company's individual insurance policy. The individual policy will be effective either as of the date the application and payment is received by the Insurance Company or its Agent, or on the date coverage under the group policy ceases, whichever occurs later. The premium will be the same as you would ordinarily pay if you applied for an individual policy at the American Home Assurance Company. The amount of insurance benefit converted cannot exceed \$500,000 nor be less than \$50,000. Another form must be completed if you desire coverage for your spouse and for each dependent child 18 years of age or older. They must each have a separate application.

This form with your payment should be submitted to:

Reuben Warner Associates, Inc.
100 William Street
New York, NY 10038

Reuben Warner Associates, Inc. is American Home Assurance Company's Managing General Agent for individual AD&D business. Your check should be payable to Reuben Warner Associates, Inc.

(8)

NAVIGATORS MANAMGNT CORP	123 WILLIAM ST	10038 212-406-2900
NE FACIL DAK INTRNTL LT	111 JOHN ST	10038 212-513-1446
NEW YORK AUTOMOBILE INS	125 MAIDEN LN	10038 212-943-5100
NEW YORK BD OF FIRE UND	85 JOHN ST	10038 212-227-3700
NEW YORK LIFE INSURANCE	8 CHATHAM SQ	10038 212-349-8050
NEW YORK MERCHANT BANKERS	116 JOHN ST	10038 212-528-0610
NIXON-GALLAGHER CO	111 JOHN ST	10038 212-619-3750
NORTHEASTERN FACILITIES	111 JOHN ST	10038 212-385-7575
NUR PRACTNR PRO LBLTY GRP INC	151 WILLIAM ST	10038 212-227-0028
NY PROP INS UNDERWRITNG ASSOC	100 WILLIAM ST	10038 212-208-9700
NYDEC BROKERAGE CORP	80 BEEKMAN ST	10038 212-732-4042
NYLUNG, GEORGE J	80 BEEKMAN ST	10038 212-964-3676
OCEAN AIR CARGO CLAIMS INC	111 JOHN ST	10038 212-732-8340
OLD REPUBLIC RE INC	90 WILLIAM ST	10038 212-968-7899
ORIENTIAL FIRE & MRNE NY	111 JOHN ST	10038 212-964-4270
ORNTL FIRE & MRNE NY LIAISON	111 JOHN ST	10038 212-964-4270
P C RALLI & CO	116 JOHN ST	10038 212-962-3071
P W S USA INC	40 FULTON ST	10038 212-791-9350
PORTER & YEE ASSOCS INC	117 BEEKMAN ST	10038 212-732-4575
POST & KURTZ INC	111 JOHN ST	10038 212-766-8800
PREFERRED CONCEPTS INC	111 JOHN ST	10038 212-608-9400
PROFESSIONAL COVERAGE MANAGER	130 WILLIAM ST	10038 212-619-4900
R D T BROKERAGE CORP	111 JOHN ST	10038 212-732-0201
REINSURANCE CORP OF NY	80 MAIDEN LN	10038 212-363-4440
RELIANCE GROUP HOLDINGS INC	116 JOHN ST	10038 212-608-6680
RELIANCE INSURANCE	130 WILLIAM ST	10038 212-608-6990
RICHARD WHILEY INC	110 WILLIAM ST	10038 212-732-1322
ROEBUCK ASSOC	45 JOHN ST	10038 212-267-3224
ROGER METZGER ASSOC INC	59 JOHN ST	10038 212-608-2500
ROSE COMPASS SVCES	116 JOHN ST	10038 212-406-4004
ROSE COMPASS SVCES INC	111 JOHN ST	10038 212-964-2600
S & M AGENCY INC	130 WILLIAM ST	10038 212-227-4532
S Y KUAN INSURANCE	8 CHATHAM SQ	10038 212-693-2800
SAINT PAUL COMPANIES	160 WATER ST	10038 212-248-2300
SANTAL MENDALIS CO	160 BROADWAY	10038 212-269-6586
SAPPHIRESTEIN HOCHBERG	18 JOHN ST	10038 212-233-4452
SAUNDRA DEE INSURANCE BRKRGE	45 JOHN ST	10038 212-608-1008
SCARPA BARON AGENCY	116 JOHN ST	10038 212-406-2424
SELLNER & SELLNER INC	125 MAIDEN LN	10038 212-809-6166
SENECA INSURANCE COMPANY INC	111 JOHN ST	10038 212-233-9000
SERHEY-DAVIDSON CORP	160 BROADWAY	10038 212-964-7802
SMYTH SANFORD & GERARD INC	135 WILLIAM ST	10038 212-374-1323
SOLBERG CAMPBELL ASSOC INC	111 FULTON ST	10038 212-349-2626
SOLBERG, ELLING J	111 FULTON ST	10038 212-349-2626
SOLAMON GUTTER INSURANCE	45 JOHN ST	10038 212-285-4920
SOMERSET MARINE	123 WILLIAM ST	10038 212-349-1600
SOUTH CONTINENTAL OF N Y INC	88 FULTON ST	10038 212-233-2287
SOUTHERN MARINE & AVIATION INC	125 MAIDEN LN	10038 212-480-4270
STARR ASSOCS INC	125 MAIDEN LN	10038 212-668-9300
STEPHEN WUND ASSOC	111 JOHN ST	10038 212-349-6431
STRULL FLEISCH SCHMUTTER INC	156 WILLIAM ST	10038 212-964-6190
SUCCESS INSURANCE AGENCY INC	217 PARK ROW	10038 212-693-1818
SULCOV, ARTHUR	156 WILLIAM ST	10038 212-785-0240
TIC INSURANCE	40 FULTON ST	10038 212-602-6400
TILDEN, JOHN P	123 WILLIAM ST	10038 212-266-0700
TOWER INSURANCE CO INC	110 WILLIAM ST	10038 212-233-1399
UNIONE ITALIANA REINSURANCE CO	127 JOHN ST	10038 212-269-1951
UNITED AMERICAS INSURANCE CO	83 MAIDEN LN	10038 212-514-7400
UNITED STATES LIFE INS CO	125 MAIDEN LN	10038 212-709-6000
VIG BROKERAGE INC	8 CHATHAM SQ	10038 212-385-9520
WALSH GROUP INC	40 FULTON ST	10038 212-406-2400
WARNER REUBEN ASSOCIATES INC	100 WILLIAM ST	10038 212-809-8300
WEXFORD UNDERWRITING	40 FULTON ST	10038 212-962-3030

<http://www.insurance-y2k.com/telldirectory/bkmanh.html>

1/2/2002

AMERICAN HOME ASSURANCE COMPANY

NEW YORK, NEW YORK A CAPITAL STOCK COMPANY FOUNDED 1853

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Address		Amount of Principal Sum		
Name of Group Policyholder		Policy Number		
Name and Address of Beneficiary		Relationship		
Date of Termination of Employment		Signature of Applicant		
Date _____ 19____				

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(Renewal Only)
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Ages 16 - 62
\$1.20

Ages 63 - 69
\$3.00

*Please Note.
 Valid Amount.
 Not Tapered.
 Premiums Same AS
 Previous Page.*

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This form with your payment should be submitted to:

Reuben Warner Associates, Inc.
 100 William Street
 New York, NY 10038

Reuben Warner Associates, Inc. is American Home Assurance Company's Managing General Agent for Individual AD&D business.
 Your check should be payable to Reuben Warner Associates, Inc.

The U.S. Equal Employment Opportunity Commission

FOR IMMEDIATE RELEASE
Tuesday, October 3, 2000

CONTACT: Reginald Welch
David Grinberg
(202) 663-4900
TTY: (202) 663-4494

EEOC ISSUES NEW GUIDANCE ON DISCRIMINATION IN EMPLOYEE BENEFITS

WASHINGTON - The U.S. Equal Employment Opportunity Commission (EEOC) today issued a new section to its Compliance Manual which provides the Commission's first comprehensive analysis of some of the most important employee benefits issues under the anti-discrimination laws.

The new Compliance Manual section analyzes benefit discrimination claims under each of the laws enforced by the Commission, clearly explaining that the laws prohibit discrimination in fringe benefits. "This guidance makes clear that employers are never allowed to consider employees' race, color, sex, national origin, or religion, nor retaliate against them, in connection with their benefits plan," said EEOC Chairwoman Ida L. Castro. "The section also explains that benefit plan provisions that differentiate on the basis of age or disability must be carefully scrutinized to ensure they do not run afoul of the law."

The section examines the legal standards that apply to claims of discrimination in health and life insurance benefits, long-term and short-term disability benefits, severance benefits, pension or other retirement benefits, and early retirement incentives. The limited circumstances in which the law permits employers to provide lower benefits to older employees than to younger workers and the specific requirements of the Americans with Disabilities Act are set forth.

Ms. Castro added: "Issuing this new section is a major step in EEOC's continuing efforts to update and streamline its Compliance Manual in order to aid our investigators and attorneys in handling claims involving discrimination in employee benefits while also enhancing our customer service." The new Compliance Manual section replaces former Section 627: Employee Benefit Plans and seven other Commission policy statements.

This is the second issuance of new sections to the Compliance Manual in recent months. In May, EEOC issued a new section on "threshold" issues, the factors considered by the Commission in determining who can pursue a legal claim of employment discrimination. The full text of the both new sections, as well as other information about the Commission, is available on the agency's web site at www.eeoc.gov.